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Attorney for Plaintiff DANE S. FIELD,
Trustee of the Bankruptcy Estate of
GASTON A. MEULEMAN and ROSALIE J. MEULEMAN

UNITED STATES BANKRUPTCY COURT

DISTRICT OF HAWAII

In re	) Case No. 09-02214
	) (Chapter 7)
GASTON A. MEULEMAN and)
ROSALIE J. MEULEMAN,)
)
Debtors.)
_____)
DANE S. FIELD, Trustee of the	) ADV. PRO. NO. 10-90065
Bankruptcy Estate of GASTON A.)
MEULEMAN and ROSALIE J.	) FINDINGS OF FACT; CONCLUSIONS
MEULEMAN,	) OF LAW, AND ORDER GRANTING
	) PLAINTIFF'S MOTION FOR ENTRY OF
Plaintiff,	) DEFAULT JUDGMENT AGAINST
	) DEFENDANT HARDHATBID, INC.
vs.)
	) <u>HEARING</u>
HARDHATBID, INC.,	) Date: June 7, 2010
	) Time: 9:30 a.m.
Defendant.	) Judge: Honorable Robert Faris
_____)
	) Related Doc. No. 10

FINDINGS OF FACT; CONCLUSIONS OF LAW,
AND ORDER GRANTING PLAINTIFF'S MOTION FOR ENTRY
OF DEFAULT JUDGMENT AGAINST DEFENDANT HARDHATBID, INC.

This cause came on for hearing before this Court on
June 7, 2010, the Honorable Judge Robert J. Faris presiding,

pursuant to Plaintiff's Motion for Entry of Default Judgment Against Defendant Hardhatbid, Inc. aka HHB, Inc. filed herein by Plaintiff DANE S. FIELD ("Plaintiff"), Trustee of the Bankruptcy Estate of GASTON A. MEULEMAN ("Debtor") and ROSALIE J. MEULEMAN (collectively "Debtors"), the above-named Debtors. Valerie E. Clemen, Esq., represented Plaintiff at the hearing. There was no opposition filed in response to the Motion. The Court having heard the Motion and considered the evidence and argument presented, and being fully advised in the premises, finds as follows:

FINDINGS OF FACT

1. Plaintiff DANE S. FIELD is the duly appointed Trustee of the Bankruptcy Estate of GASTON A. MEULEMAN and ROSALIE J. MEULEMAN, the above-named Debtors.
2. Defendant Hardhatbid, Inc. aka HHB, Inc. (Defendant "HHB") is, and at all times relevant was, a California corporation.
3. The default of Defendant HHB, for failure to appear or respond, was entered on May 4, 2010.
4. On or about April 13, 2005, the Debtor extended a loan in the original principal sum of \$100,000 to Defendant HHB. The loan is evidenced by a Promissory Note ("Note") dated on or

about April 13, 2005 in the principal amount of \$100,000.00 made by Defendant HHB in favor of the Debtor.

5. The Note, by its terms, matures six months from the date of execution.

6. The Note provides for interest payments at the annualized rate of 20% per annum or 0.0548% per day, i.e., \$54.80 per day.

7. Plaintiff is the holder of the Note by reason of the Note being Property of the Debtor's Estate. 11 U.S.C. § 541.

8. No payments due under the Note have been made by Defendant HHB to the Debtor.

9. Defendant HHB is in breach of the terms of the Note because it has matured and Defendant HHB has failed to make the payments owed thereunder at the times they were due.

10. Defendant HHB has failed to pay the outstanding Note obligations and, therefore, Plaintiff is entitled to a judgment against Defendant HHB in the amount of \$200,000.00, being principal and interest to and through April 13, 2010, together with interest thereafter at the rate of \$54.80 per day until entry of judgment.

11. Pursuant to the provisions of the Note, Plaintiff is entitled to recover from Defendant HHB Plaintiff's costs and expenses, including reasonable attorneys' fees, Plaintiff has

incurred in enforcing its rights under the Note. Plaintiff seeks an award of \$5,362.84 for payment of Plaintiff's reasonable attorneys' fees and costs.

12. This Court has jurisdiction of the parties and the subject matter of this action, and venue is proper in this Court.

CONCLUSIONS OF LAW

Pursuant to the foregoing findings of fact, the Court concludes:

A. This Court has jurisdiction of the parties and the subject matter of this action, and venue is proper in this Court.

B. Plaintiff is entitled to judgment as a matter of law on its Complaint.

C. There is due and owing and unpaid under the Note, the sum of \$200,000.00, being principal and interest to and through April 13, 2010, together with interest thereafter at the rate of \$54.80 per day until entry of judgment.

D. Plaintiff is entitled additionally to recover reasonable attorneys' fees and costs of \$5,362.84.

ORDER GRANTING MOTION FOR DEFAULT JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Plaintiff's Motion for Entry of Default Judgment Against Defendant Hardhatbid, Inc. is GRANTED and Default


Judgment in favor of Plaintiff and against Defendant HHB is hereby entered.

2. Defendant HHB is in default under the Note.

3. There is due and owing and unpaid to Plaintiff from Defendant HHB under the Note, the sum of \$200,000.00, being principal and interest up to and through April 13, 2010, plus thereafter accruing interest at the rate of \$54.80 per day.

4. Plaintiff additionally is entitled to recover from Defendant HHB the sum of \$5,362.84 for Plaintiff's reasonable attorneys' fees and costs.

DATED: Honolulu, Hawaii.

 JUN 07 2010

United States Bankruptcy Judge

DANE S. FIELD, Trustee of the Bankruptcy Estate of GASTON A. MEULEMAN and ROSALIE J. MEULEMAN vs. HARDHATBID, INC.; ADV. PRO. NO. 10-90065; FINDINGS OF FACT; CONCLUSIONS OF LAW, AND ORDER GRANTING PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT JUDGMENT AGAINST DEFENDANT HARDHATBID, INC.

NOTICE LIST:

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